



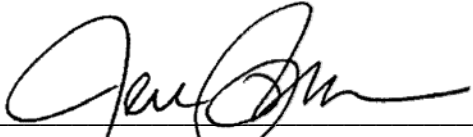
potentially operative Delaware-Forum Provisions post-date the effectiveness of Section 925. Focus Parent responds that California law does not apply because of the Delaware-Law Provisions. Focus Parent argues that because the agreements select Delaware law to govern their terms, the Delaware-Forum Provisions are valid. The validity of the Delaware-Forum Provisions thus turns on a choice-of-law determination.”). That begs the question of whether, if *Ministers* applies here, the Court should look to § 925 at all.

In light of the foregoing, the parties shall file supplemental briefs, no later than **February 8, 2021**, and not to exceed ten pages each, addressing the following questions:

- (1) Following *Ministers*, may a New York court disregard a choice-of-law provision designating New York as the governing law if such application would violate the fundamental public policy of another state?
- (2) Does application of California Labor Code § 925 require, in the first instance, a determination under traditional choice-of-law principles that California law applies or, if the law’s requirements are otherwise met, does it apply without regard to traditional choice-of-law principles (including but not limited to any choice-of-law provisions in an applicable contract)? Put differently — and as applied to this case — does § 925 render the choice-of-law provisions in the RCAs void (or voidable), such that *Ministers* does not apply and traditional choice-of-law principles govern? Or do the choice-of-law provisions in the RCAs preclude consideration of § 925 altogether, such that *Ministers* applies and the choice-of-law provisions in the RCAs control?

SO ORDERED.

Dated: February 3, 2021  
New York, New York

  
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JESSE M. FURMAN  
United States District Judge